

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE**

**TYLER MILLER,**

**Plaintiff,**

**v.**

**BRIGHTSTAR  
INTERNATIONAL CORP. d/b/a  
BRIGHTSTAR CORP.,**

**Defendant.**

**Case No. 3:20-cv-00313**

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**MOTION FOR ATTORNEY'S FEES, COSTS, EXPENSES AND  
PREJUDGMENT INTEREST**

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The plaintiff, Tyler Miller ("Miller"), pursuant to LR 54.01 and this Court's Memorandum Opinion (Dkt. 79) filed June 1, 2021, respectfully moves this Honorable Court for an award of attorney's fees, expenses, and prejudgment interest. In support of this Motion, plaintiff states:

1. On June 1, 2021, this Court filed its Memorandum Opinion granting plaintiff's Motion for Summary Judgment and awarding plaintiff a Judgment against the defendant, Brightstar International Corp. d/b/a Brightstar Corp. ("Brightstar"), in the amount of \$141,369.86. (Dkt. 79, p. 9) This Court reserved ruling on the question of plaintiff's entitlement to attorney's fees and prejudgment interest (*see id.*), both of which plaintiff request in the Amended Complaint. (Dkt. 23 at 4) This Court invited plaintiff to file a separate motion requesting such relief. (Dkt. 79, p. 9)

2. Plaintiff now files this Motion seeking an award of attorney's fees in the amount of \$92,125, costs and expenses in the amount of \$2,478.45, and prejudgment interest in the amount of \$3,457.61.

3. In its Memorandum Opinion, this Court properly analyzed plaintiff's breach of contract claim against Brightstar under Florida law, which the parties expressly agreed would govern the Employment Agreement. (Dkt. 79, p. 5)

4. Florida law has long supported an award of attorney's fees in favor of an employee who prevails in an action against an employer to recover unpaid wages. *See* Fla. Stat. Ann. § 448.08 ("The court may award to the prevailing party in an action for unpaid wages costs of the action and a reasonable attorney's fee."); and ***Doyal v. School Bd. of Liberty County***, 415 So.2d 791, 793 (Fla. 1<sup>st</sup> DCA 1982)("In enacting Section 448.08, the Legislature intended to avoid the inequity which would result if an employee were required to pay her own attorney's fees in actions for unpaid wages.")

5. Florida law likewise favors or, more precisely, requires an award of prejudgment interest. *See, e.g., Summerton v. Mamele*, 711 So.2d 131, 133 (Fla. 5th DCA 1998)("If a plaintiff establishes that he sustained out-of-pocket loss, prejudgment interest must be awarded from the date of the loss. The trial court has no discretion with regard to awarding prejudgment interest and must do so applying the statutory rate of interest in effect at the time the interest accrues."); and ***Blitz Telecom Consulting, LLC v. Peerless Network, Inc.***, 212 F. Supp. 3d 1232, 1239-40 (M.D. Fla. 2016)("Florida adheres to the "loss theory" of prejudgment interest. Under this theory, Florida courts award prejudgment interest as an element of damages to fully compensate the plaintiff for the value of his or her loss which was caused by the defendant's conduct. Neither the defendant's good faith in defending

against the lawsuit nor the plaintiff's inability to quantify the value of loss preclude an award of prejudgment interest; the plaintiff shall recover prejudgment interest as a matter of right if the finder of fact determines that the defendant is liable and reduces the plaintiff's injuries to a sum certain.”)(citations omitted)

6. The record supports an award of attorney's fees in the amount of \$92,125, costs and expenses of \$2,478.45, and prejudgment interest of \$3,457.61.

In support of this Motion, plaintiff has filed the Declaration of Eugene N. Bulso, Jr. and a Memorandum of Law.

Respectfully submitted,

s/Eugene N. Bulso, Jr.

Eugene N. Bulso, Jr. (No. 12005)

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*Attorney for Tyler Miller*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been served via the Court's electronic case filing system on the following:

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*Attorneys for Brightstar International Corp.*

on this 21st day of June 2021.

s/Eugene N. Bulso, Jr.

Eugene N. Bulso, Jr.